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SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1520476060 SCHMIDT BAKING CO INC

7801 FITCH LN

BALTIMORE, MD (410 )529-5625 21236-3998

**REFER QUESTIONS TO:** 

MARGIE HAJIANTONI (410 )767-3039

MARGARET.HAJIANTONI@DGS.STATE.MD.US

**ITB:** 001IT818833

**EXPR DATE:** 09/01/13 DISCOUNT TERMS: . POST DATE: 09/07/12 | CONTRACT AMOUNT: NET 30 DAY

.00

#### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

#### CONTRACT FOR BAKERY PRODUCTS

TO FURNISH THE STATE OF MARYLAND AGENCIES LISTED HEREIN WITH THEIR REQUIREMENTS FOR BAKERY PRODUCTS.

FOR: SOUTHERN MARYLAND REGION

CONTRACT PERIOD: SEPTEMBER 5, 2012 THRU AUGUST 31, 2013 (1 YEAR)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT TWO (2) TIMES FOR AN ADDITIONAL ONE (1) YEAR PERIOD AT THE SAME TERMS, CONDITIONS AND PRICING.

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

#### PROCESSING FEE:

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE OF MARYLAND IN THE

\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*\*

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TERMS (cont'd):

AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURN OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE PROESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITHA MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCURMENT OFFICER.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

REPORTS, PREFERABLY IN EXCEL FORMAT, TO BE SUBMITTED TO THE FOLLOWING:

MARGARET.HAJIANTONI@DGS.STATE.MD.US HOWARD.MCLAIN@DGS.STATE.MD.US

ALL ITEMS ARE TO BE QUOTED FOB DESTINATION AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$10,000 OR LESS.

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TERMS (cont'd):

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE AUGUST 31 OF EACH YEAR. THE CONTRACT PRICING MAY BE MODIFIED ACCORDING TO THE PRICES THEN PREVAILING WHICH ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PCU31181.

#### GENERAL CONDITIONS

QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM.

PRICES ARE TO BE QUOTED IN THE "UNIT" AS INDICATED ON THE BID. ANY DEVIATION FROM THE "UNIT" PRICE REQUESTED WILL BE CAUSE TO REJECT BID.

BREAD TO BE FURNISHED UNDER THIS CONTRACT SHALL BE CONVENTIONAL LOAF, SLICED, WRAPPED AND AS DELIVERED AS A STANDARD PRODUCT TO GROCERS. ALL PRODUCTS SHALL BE SO PACKAGED THAT PROTECTION FROM DIRT, FILTH, OR OTHER CONTAMINATION IS ENSURED. COMMERCIAL PACKAGING IN MOISTURE-VAPOR RESISTANT WAXED PAPER, REGENERATED CELLULOSE FILM, PLASTIC FILM, ETC., IS ACCEPTABLE.

UNLESS OTHERWISE INSTRUCTED BY THE USING AGENCIES, DELIVERIES ARE TO BE MADE IN COMPLIANCE WITH DELIVERY SCHEDULES AS INDICATED ON INQUIRY. DELIVERIES TO COVER SUNDAYS AND LEGAL HOLIDAYS WILL BE MADE ON THE PRECEDING DAY. HOURS OF THE DAY AND POINTS AT WHICH DELIVERIES WILL BE MADE SHALL BE ESTABLISHED BY THE RESPECTIVE AGENCIES IN WRITING TO THE BIDDER AWARDED THE CONTRACT.

IT SHALL BE UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL BE TERMINATED IMMEDIATELY SHOULD THE SANITARY CONDITIONS AS DETERMINED BY INSPECTION OF THE DELIVERED PRODUCT OR THE PLANT WHERE IT IS PRODUCED INDICATED IN THE JUDGEMENT OF THE STATE SUCH ACTION IS NECESSARY. IN SUCH CASES, THE CONTRACTOR WILL BE NOTIFIED OF TERMINATION BY REGISTERED OR CERTIFIED MAIL. IF FOR ANY OTHER REASON THE CONTRACT SHOULD BE TERMINATED BY EITHER PARTY, FIFTEEN (15) DAYS NOTICE BY REGISTERED OR CERTIFIED MAIL SHALL BE REQUIRED.

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TERMS (cont'd):

PROMPTLY AFTER THE AWARD AND BEFORE THE FIRST DELIVERY, THE CONTRACTOR MUST FURNISH EACH AGENCY WITH THE CODE CARD WHICH INDICATES THE DAY ON WHICH THE BREAD WAS MADE. EACH LOAF MUST BEAR THIS CODE. FAILURE TO DO THIS WILL RESULT IN THE CONTRACT BEING CANCELLED AND REAWARDED TO THE NEXT LOWEST BIDDER.

BREAD OR ROLLS WHICH ARE DETERMINED BY AGENCY AUTHORITIES TO BE UNACCEPTABLE DUE TO MOLD OR OTHER CONDITIONS WHICH RENDER THE PRODUCT INEDIBLE WILL BE REJECTED AND WILL BE REPLACED BY THE CONTRACTOR WITH LIKE ITEMS OF ACCEPTABLE CONDITIONS AT NO CHARGE.

PRODUCTS DESIGNATED FRESH SHALL BE DELIVERED WITHIN 24 HOURS OF PRODUCTION. PRODUCTS DESIGNATED NON-FRESH SHALL BE DELIVERED WITHIN 72 HOURS OF PRODUCTION. SHOULD THE CONTRACT BE AWARDED ON THE BASIS OF NON-FRESH AND THE CONTRACTING BAKERY IS UNABLE TO SUPPLY, FRESH PRODUCTS WILL BE FURNISHED AT THE CONTRACT PRICE FOR NON-FRESH.

VENDOR TO CONTACT:	SCHMIDT BA	AKING CO	., INC.		
ADDRESS: 7801 FITCH	LANE				
CITY/STATE/ZIP CODE:	BALTO.,	MD 2123	6		
PHONE: _410-668-8200		FAX:	410-882-2	051	
	•		<del>-</del>		

- 1. EACH DELIVERY TO BE ACCOMPANIED BY A DELIVERY RECEIPT IN TRIPLICATE TO BE SIGNED BY THE INSTITUTION RECEIVING CLERK AND TWO (2) COPIES SIGNED BY THE INSTITUTION.
- 2. EACH DELIVERY RECEIPT TO CLEARLY SHOW THE FOLLOWING INFORMATION.
  - A. FULL DESCRIPTION OF PRODUCT DELIVERY.
  - B. THE EXACT UNITS DELIVERED, SIZE, PACK, ETC., IN ACCORDANCE WITH CONTRACT.

INVOICING AND/OR STATEMENT

- 1. BILLING TO BE SENT DIRECT TO THE ORDERING AGENCY IN TRIPLICATE.
- 2. EITHER WEEKLY OR MONTHLY BILLING MUST SHOW THE FOLLOWING INFORMATION.
  - A. DAILY DELIVERIES TO CORRESPOND TO DELIVERY RECEIPT, PRICED
    - \*\*\* CONTINUED, NEXT PAGE \*\*\*

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TERMS (cont'd):

ACCORDING TO UNIT PRICES SHOWN ON CONTRACT, PRICES EXTENDED AND TOTALED.

SPECIFICATIONS

ALL SLICED BREAD LOAVES SHALL CONTAIN SLICES OF ONE (1) OUNCE MAXIMUM WEIGHT. STATED OUNCE PER LOAF SHALL YIELD SAME NUMBER OF SLICES PER LOAF EXCLUSIVE OF END PIECES. EXAMPLE: 22 OUNCE LOAF SHALL YIELD 21 SLICES EXCLUSIVE OF END PIECES.

\*\*\*\*\* ADDITIONAL ITEMS MAY BE ADDED TO ANY RESULTING CONTRACT \*\*\*\*\*

LINE #	SIAIEIIEMID	<u>U/M</u>	<u>UNIT COST</u>
0001	37515-000XX1	CS	25.0800

BAGELS, ASSORTED, CINNAMON RAISIN, EGG, TWELVE, SIX PACK PER CASE 1-6PK FOR 2.09
CODE 2311

0002 37515-000015 CS 25.0800

BAGELS, PLAIN, TWELVE, SIX PACK PER CASE 1/6PK FOR 2.09 CODE 2310

0004 37515-200020 LF 2.0900

BREAD, RAISIN LOAF, NOT ICED, FRESH, 16 OZ PER LOAF CODE 8048

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LINE #	STATE ITEM ID	<u>U/M</u>	UNIT COST		
0005	37515-200100	LF	1.2500		
	RYE FRESH, 24 OZ PE 2610; UNSEEDED 2615			_	
0006	37515-200103	EA	1.2500		
	MANICHEVITZ RYE, SE 2610; UNSEEDED 2615		ED, 16 OZ HEARTH BAKED LOAF		
0007	37515-281770	LF	1.3000		
TEXAS TO	OAST, 24 OZ LOAF 63				
0008	37515-300010	DZ	1.0700		
ROLLS, CODE 33	FRANKFURTER, FRESH 70	12/PK			
0009	37515-300015	DZ	1.0700		
ROLLS, FRANKFURTER, NON FRESH, 12/PK CODE 3370					
0010	37515-300020	DZ	1.0700		
ROLLS, HAMBURGER, FRESH, 12/PK CODE 3350					
0011	37515-300030	DZ	1.0700		
ROLLS, I	HAMBURGER, NON FRES	H, 12/PK			

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LINE#	STATE ITEM ID	<u>U/M</u>	UNIT COST	
CODE 33	350			
0012	37515-320200	LF	.7200	
BREAD, CODE 05	WHITE, FRESH, 16 OZ 587	PER LOAF		
0016	37515-650040	PK	2.7000	
ROLLS,	STAR, KAISER OR HARD	, FRESH, 12/P	K	
0022	37515-300060	PK	1.8500	
ROLLS,	HOT DOG, FOOT LONG, 95	6 ROLLS PER PA	ACK	
0023	37515-310030	DZ	1.0700	
ROLLS,	HAMBURGER, SEEDED, 1:	2 PACK		
0025	37515-310821	ВХ	16.0000	
BREAD,	80	JAL WRAPPED SI	LICES, FRESH, 100 PER BOX	
0026	37515-320202	ВХ	16.0000	
BREAD, CODE 30	WHITE, INDIVIDUAL WRA	APPED SLICES,	FRESH, 100 PER BOX	

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LINE #	STATE ITEM ID	<u>U/M</u>	UNIT COST	
0027	37515-610016	PK	1.2000	
ROLLS, CODE 14	POTATO SANDWICH, 8 PAC	CK		
0028	37515-641250	PK	1.2000	
ROLLS, 1	POTATO, DINNER, FRESH, 90	12/PACK		
0029	37515-650030	PK	1.4400	
ROLLS, S	SPLIT TOP, 16 PER PACK )5			
0031	37515-310823	LB	1.2000	
WHOLE GE CODE 234	RAIN OLD TYME 100% WHC	LE WHEAT BI	READ, 1 POUND LOAF	
0034	37515-000612	CS	12.0000	
ENGLISH	MUFFIN, HONEY WHEAT,	12 PER PACI	K, 6 PK PER CASE, THOM	AS' BRAND ONLY
1.00 PEF CODE 432				
0035	37515-0094XX	PK	1.4000	
BAGEL, W	HEAT 4 CT, 14 OZ PKG			
CODE 231	.7			
0037	37515-240017	PK	1.6000	
WHEAT HO	TDOG ROLLS			

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LINE #	STATE ITEM ID	<u>U/M</u>	UNIT COST	
8/PK CODE 24	10			
0039	37515-480010	PK	1.0000	
ENGLISH CODE 43	MUFFINS, 6/PK (FORK	SPLIT)		
0040	37515-594002	PK	.7900	
ROLLS, 8/PK CODE 16	BROWN AND SERVE WHITE	3	•	
	37515-641200	PK	1.7800	
ROLLS, 24/PK CODE 27	PAN, FRESH 20			
0042	37515-700006	PK	1.1000	
ROLLS, 9 6/PK CODE 273	SUB, 6" FRESH			
0043	37515-650031	PK	1.4400	
ROLLS, S	SPLIT TOP, DINNER, 16	PACK		
ROLLS, A	ASSORTED DINNER, 16/P	K		
0044	37515-690050	PK	1.1000	

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LINE #	STATE ITEM ID	<u>U/M</u>	UNIT COST	
ROLLS, S 6/PK CODE 276	EEDED STEAK SUB			
0045	37515-650040	PK	1.3500	
ROLLS, S 6/PK CODE 399	TAR, KAISER OR HARD,	FRESH		
0046	37515-262070	PK	1.4500	
BREAD ST 13 OZ. CODE 807	IX, 8/PACK			
0047	37515-300060	PK	1.8500	
ROLLS, H	OT DOG, FOOTLONG			
6/PACK CODE 469	5			
0048	37515-240016	PK	1.6000	
WHEAT HA	MBURGER ROLLS			
8/PK CODE 240	0			
0049	37515-100020	LF	1.4800	
BREAD, FI		Z. PER LOAF		

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m LF}$ 1.2000 BREAD, WHOLE WHEAT, FRESH, OZ PER LOAF 16 OZ. LOAF CODE 2340 0051 37515-700007 DZ2.8000 ROLLS, SUB, 6" FRESH, WHILE WHEAT WHOLE WHEAT, 12/PACK CODE 2799 END OF ITEM LIST DELIVERY SCHEDULE: ================ THOMAS J. WAXTER CENTER MON. X TUES. X WED. THURS FOR A TOTAL OF 4 DAYS PER WEEK. \_X\_\_ WED. \_\_\_\_ THURS. \_\_X\_\_ FRI. \_X\_\_ SAT. \_\_\_\_ REGIONAL INSTITUTE FOR CHILDREN AND ADOLESCENTS - ROCKVILLE MON. \_\_X\_\_ TUES. \_\_X\_\_ WED. \_\_\_\_ THURS. \_\_X\_\_ FRI. \_X\_\_ SAT. FOR A TOTAL OF 4 DAYS PER WEEK. CHELTENHAM YOUTH FACILITY \_\_X\_\_\_WED. \_\_\_\_\_THURS. \_\_X\_\_ FRI. \_\_X\_\_ SAT. \_\_\_\_ X TUES. FOR A TOTAL OF 4 DAYS PER WEEK. SOUTHERN MARYLAND PRE-RELEASE UNIT \_\_X\_\_ TUES. \_\_X\_\_ WED. THURS. \_\_X\_\_ FRI. \_\_X4\_ SAT. \_\_\_\_ FOR A TOTAL OF DAYS PER WEEK.

\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\* **BPO NO:** 001B3400053 **PRINT DATE:** 09/10/12 **PAGE:** 12 TERMS (cont'd): REGIONAL INSTITUTE FOR CHILDREN AND ADOLESCENTS - CHELTENHAM MON. \_X\_\_ TUES. \_X\_\_ WED. \_\_\_\_ THURS. \_X\_\_ FRI. \_X\_\_ SAT. \_\_\_\_ FOR A TOTAL OF 4 DAYS PER WEEK. THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER BY LOT AWARD. ALL ITEMS MUST BE BID. FAILURE TO SUBMIT PRICING FOR A LINE ITEM MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE AND YOUR BID WILL BE REJECTED. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT. ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS. \*\*\*\*\*\* LAST PAGE \*\*\*\*\*\*

FMIS-5 (4/96)